

ACCORDINGLY, Made in pursuance of Ordinance of Council of the City of Philadelphia, approved June 10, 1891, entitled:

"AN ORDINANCE

To signify the approval of City Council to a proposed agreement between the City of Philadelphia and the Township of Springfield covering the receipt, conveyance and treatment of sewage from sewers in the Wyndmoor section of the Township of Springfield by the City of Philadelphia, as authorized by resolution of Council passed May 2, 1890."

WHEREAS, The City of Philadelphia has constructed sewers in a portion of the Twenty-second Ward of the City along the boundary line between the City of Philadelphia and the Township of Springfield, Montgomery County, State of Pennsylvania, which sewers have sufficient capacity to receive the drainage from the Wyndmoor section of the Township of Springfield in addition to that of the City of Philadelphia;

AND WHEREAS, The said Township of Springfield proposes to construct a sewerage system in said Wyndmoor section, with branches to connect at the Philadelphia County line with sewers constructed by the City of Philadelphia in Crochran avenue, in Hornbeam Lane, in Stenton avenue at Willow Grove avenue and in Winston road;

AND WHEREAS, In and by a resolution of the Council of the City of Philadelphia passed on the second day of May, A.D. 1890, entitled:

"RESOLUTION

"Of request to the City Solicitor to prepare an agreement between the City of Philadelphia and the Township of Springfield, for the receipt, conveyance and treatment of sewage from sewers in the Wyndmoor section of the Township of Springfield by the City of Philadelphia.

"WHEREAS, The natural drainage of the Wyndmoor section of the Township of Springfield, adjoining the City of Philadelphia, is into the City of Philadelphia;

"AND WHEREAS, The City of Philadelphia has constructed sewers in this vicinity;

"AND WHEREAS, These sewers of the City of Philadelphia have a capacity to receive the drainage from the Wyndmoor section of the Township of Springfield;

"AND WHEREAS, The Commissioners of the Township of Springfield have made application to connect the sewers of the Wyndmoor section to the sewers of the City of Philadelphia; therefore

it is resolved as follows:

"RECEIVED, BY THE COUNCIL OF THE CITY OF PHILADELPHIA,
That the City Solicitor be, and is hereby requested to pre-
pare an agreement between the City of Philadelphia and the
Township of Springfield, for the receipt, conveyance and
treatment of sewage from the Wyndmoor section of the Township
of Springfield by the City of Philadelphia, subject to a con-
sideration payable annually by the Township of Springfield to
the City of Philadelphia, the amount of which consideration,
and the other terms of which agreement, shall be determined
by the Director of Public Works of the City of Philadelphia,
and the Commissioners of the Township of Springfield.

"The agreement herein requested to be prepared shall,
before the execution thereof, be submitted to this Council
for approval."

NOW, THEREFORE, pursuant to and in accordance with the foregoing resolution,
this agreement, made this *fifth* day of *August* A.D. 1881, between
the City of Philadelphia (hereinafter called the City), party of the one part, and the
Township of Springfield, County of Montgomery, State of Pennsylvania (hereinafter
called Township), party of the second part:

WITNESSETH, That the parties hereto, for and in consideration of the mutual
benefits and advantages moving to them and the annual payment to be made by the said
Township to the said City, hereby covenant, contract and agree, to and with each other
as follows:

1. It is agreed that the Township of Springfield shall have the right and
privilege of connecting the sanitary sewer systems to be constructed by it, the said
Township, in the Wyndmoor section, with the sewers constructed and owned by the City
of Philadelphia at or near points of intersection of the Philadelphia County Line in
Stanton Avenue with the following named public highways, to wit: Cresham Avenue,
Mermaid Lane, Willow Grove Avenue, Winston Road as outlined upon the map accompany-
ing this agreement.

2. It is agreed that before any sewage is delivered by the said Township
into the sewers of the said City, the said Township shall enact and enforce rules,
regulations, resolutions or ordinances governing sewer connections and the admission
of sewage into the sewers of said Township, which said rules, regulations, resolutions
or ordinances shall conform to the existing rules, regulations, resolutions and ordi-
nances of the City of Philadelphia. Said Township agrees to enact and enforce such
additional rules, regulations, resolutions and ordinances as may from time to time be
adopted by the City of Philadelphia to govern sewer connections and the admission of
sewage to City sewers.

3. It is agreed that no substance deleterious or detrimental to the sewers or to the treatment of sewage, including oils, ^{GREASES} gases, acids or acid wastes shall be discharged from the sewers of said Township into the sewers of the City of Philadelphia, and that failure to comply with a notice, in writing, from the Director of Public Works of said City to cease the delivery of any such substance or substances shall be sufficient cause for the termination of this agreement and the severing of the sewer connection by the said City.

4. It is agreed that the sewage to be received by the City of Philadelphia from the said Township shall be the sanitary drainage from the Wyndmoor section of the said Township as outlined upon the map accompanying this agreement, and shall not exceed the rates of flow hereinafter mentioned for any of the points of connection, to wit: at Cresheim avenue 1.13 cubic feet per second; at Mermaid lane 0.36 cubic foot per second; at Willow Grove avenue 0.00 cubic foot per second; at Winston road 0.36 cubic foot per second. Should said rates of flow be exceeded, the Township of Springfield shall make other provisions for accommodating such excess sewage flows, and if mutually agreeable to both parties of this agreement, the Township of Springfield shall make necessary arrangements for providing adequate capacity for such excess of flow within the sewers of the City of Philadelphia at the sole cost and expense of the said Township of Springfield.

5. It is agreed that under no circumstances shall the area of said Township from which sewage is delivered into sewers of said City, as outlined upon the map accompanying this agreement, be enlarged or extended.

6. It is agreed that the City of Philadelphia shall place, operate and maintain gauging stations (which gauging stations are to be installed at points in the City sewers where the sewage is discharged by the sewers of the Wyndmoor section of the Township of Springfield and received into the sewers of the City of Philadelphia), equipped with a recording gauge of a type mutually acceptable to the parties hereto, for the purpose of measuring the sewage received from the Wyndmoor section sewers, and it is further agreed that the records and accounts of the parties to this agreement shall be mutually accessible for the purpose of audit.

7. The City of Philadelphia having constructed a sewer or sewers extending from the points of connection aforementioned in paragraph one (1) of this agreement, to a point of discharge into the Delaware river near Susquehanna avenue, Philadelphia, it

is agreed that the same shall be the route of conveyance for said sewers during the first interval of time covered by this agreement.

8. The City of Philadelphia, in carrying out the sewage treatment program, agrees to construct additional conveying conduits to the vicinity of Swanson and Hoyt streets, in the Thirty-ninth Ward, Philadelphia, and also a sewage treatment works in that vicinity with a discharge point into the Delaware river in the line of Hoyt street, which shall be the route of conveyance for said sewage during the second interval of time covered by this agreement.

9. It is, therefore, agreed that the sanitary sewage discharged by the sewers of the Wyndmoor section of the Township of Springfield into the sewers of the City of Philadelphia at the points of connection and at the rates of flow not exceeding those specified in paragraph four (4) of this agreement shall be received, conveyed and disposed of during the two intervals of time before mentioned, the first to be known as Period No. 1 and the second as Period No. 2, subject to the terms and conditions herein-after outlined.

10. The Township of Springfield agrees to pay annually to the City of Philadelphia, in accordance with bills rendered, the sum of money as computed from the daily quantity of sewage received as determined by measurements at the aforementioned gauging stations, in accordance with the following terms, to wit:

Period No. 1. For the conveyance of sewage from the points of connection between the discharging sewers of the Wyndmoor section of the Township of Springfield and the receiving sewers of the City of Philadelphia to a point of disposal into the Delaware river at Susquehanna Avenue, within a total amount not exceeding one million gallons per day of twenty-four hours, as determined by measurements at the aforementioned gauging stations, the sum of three (3) dollars per day.

Period No. 2. For the conveyance and treatment of sewage discharged by the sewers of the Wyndmoor section of the Township of Springfield into the receiving sewers of the City of Philadelphia from the points of connection between the discharging sewers of the Wyndmoor section and the receiving sewers of the City of Philadelphia to the proposed outlet into the Delaware river at Hoyt street, within a total quantity not exceeding one million gallons per day of twenty-four hours, as determined by measurements at the before-mentioned gauging stations, the following daily charges, to wit:

Fifteen (15) dollars per day for the first three hundred thousand gallons or

portion thereof per day; an additional three (3) dollars per day per one hundred thousand gallons or portion thereof per day over and above three hundred thousand gallons per day when the daily quantity exceeds three hundred thousand gallons but does not exceed four hundred thousand gallons; an additional two (2) dollars per day per one hundred thousand gallons or portion thereof per day for each one hundred thousand gallons or portion thereof over and above four hundred thousand gallons when the daily quantity exceeds four hundred thousand gallons but does not exceed one million gallons.

11. It is further agreed that the payments specified in this agreement to be made shall not commence until the Township of Springfield delivers sewage into the sewers of the City of Philadelphia at any point or points of connection aforementioned in paragraph 1, and then the amount due the City of Philadelphia from the Township of Springfield shall be payable to the City of Philadelphia on the first day of January the year following the date when sewage is delivered to the sewers of the City of Philadelphia from the sewers of the Lynmoor section of the Township of Springfield, and annually thereafter on the first day of January of each succeeding year, and if such payment by the Township of Springfield shall not have been paid by the first day of March of any year, the City of Philadelphia may enter judgment on the bond hereinafter stated against the Township of Springfield aforesaid.

12. It is further agreed that the Township of Springfield shall make and deliver to the City of Philadelphia its bond in the sum of fifteen thousand (15,000) dollars containing a warrant to confess judgment and in form approved by the City Solicitor of said City for compliance with all the terms, conditions and covenants touching the payment of money to the City of Philadelphia contained and set forth in this agreement.

13. It is further agreed that if any disputes arise between the parties hereto, touching the terms, conditions and covenants in said agreement, the same shall be submitted to the Director of Public Works of the City of Philadelphia, and his decision shall be final and binding upon the parties to this agreement.

14. The Township of Springfield agrees to, and it does hereby release said City of Philadelphia from any and all claims for damages or suits therefor by reason of the temporary inability of the City, due to circumstances beyond the control of said City, to maintain the receipt, conveyance and treatment of sewage under this agreement.

All the covenants contained in this agreement shall extend to and bind the respective successors and assigns of the parties hereto with the same force and effect as if

the words "successors and assigns" had in each case been specifically mentioned.

IN WITNESS WHEREOF, the City of Philadelphia hath hereunto set its corporate seal, duly attested by the Mayor thereof, and the Commissioners of the Township of Springfield have hereunto affixed the corporate seal of the said Township, duly attested by the proper officers thereof the day and year above written.

(Sig.) H. A. Hackey Seal
Mayor of Philadelphia.

Approved as to form
Augustus Trask Ashton
City Solicitor
per Adolph T. Kohl.
Ass't City Solicitor

TOWNSHIP OF SPRINGFIELD,
Sig. By: Frederic L. Ballard
President, Board of Commissioners
Seal
Sig. Attest: F. L. Hartmer
Secretary, Board of Commissioners

CITY AND COUNTY OF PHILADELPHIA: SS

Be it remembered that on this fifth day of August A.D. 1931,
before me the subscriber, a Notary Public of and for the Commonwealth of Pennsylvania,
residing in the City and County of Philadelphia, personally appeared Harry A. Hackey,
Mayor of the City of Philadelphia, who being duly sworn according to law deposes and
says that he affixed the seal of the City of Philadelphia to the foregoing instrument,
that the seal so affixed thereto is the common or corporate seal of the said City of
Philadelphia, that the foregoing instrument was duly sealed and delivered by him as and
for the act and deed of the said City of Philadelphia for the uses and purposes therein
mentioned in pursuance of an Ordinance of Council of the said City approved the 10th
day of June, A.D. 1931, and that the name of this deponent as Mayor of the said City in
attestation of its due execution and delivery, is of the deponent's own proper hand
writing.

Sworn to and subscribed
before me the day and
year aforesaid. Witness
my hand and Notarial Seal.

Maurice W. Sporkie
Notary Public
My COMMISSION EXPIRES
March 9- 1935.

H. A. Hackey Seal
Mayor of Philadelphia.

